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In re Patent Application of:  
William D. Quigg

Application No.: 09/849,504

Confirmation No.: 8692

Filed: May 4, 2001

Art Unit: 3622

For: SYSTEM AND METHOD FOR  
COORDINATING PRODUCTION AND  
DISTRIBUTION OF PAPER PRODUCTS  
PACKAGED WITH PROMOTIONAL  
MATERIALS

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Examiner: D. Lastra

**EXHIBIT E**

# *Grays Harbor Paper, L.P.*

## **CONFIDENTIAL INFORMATION AGREEMENT**

The "Effective Date" of this Agreement is September 14, 2005.

The "Recipient" under this Agreement is \_\_\_\_\_, whose address is \_\_\_\_\_

The subject matter and purpose of this agreement pertains to Grays Harbor Paper, L.P. ("GHP") and Recipient discussing, negotiating and potentially consummating and documenting a business arrangement wherein Recipient will purchase paper products from GHP which include a method of advertising on the paper product that is proprietary to GHP, including, but not limited to, certain methods and technologies for which GHP has a patent pending. Before Recipient can determine if it desires to enter into discussions and/or negotiations for the aforementioned business relationship, Recipient needs to evaluate the patentability of the pending patent application.

In consideration of the opportunity to gain access to GHP's pending patent application and the confidential information contained therein and confidential information directly related thereto (the "Confidential Information"), Recipient agrees (a) to retain in confidence all such Confidential Information; (b) not to disclose any such Confidential Information to anyone except Recipient's employees authorized to receive it and third parties to whom such disclosure is specifically authorized by GHP in writing; and (c) not to use GHP's Confidential Information for any purpose other than Recipient's internal evaluation of GHP's patent application.

If, on the basis of the evaluation of the pending patent application, Recipient wishes to pursue the exploration of any further business relationship, Recipient and GHP may engage in good faith negotiations to arrive at a mutually satisfactory agreement for these purposes. This Agreement does not grant Recipient any ownership or licensing rights in any Confidential Information disclosed, nor does it commit either party to any further business relationship.

The obligations imposed by this Agreement shall not apply to any Confidential Information that:

- a. Is already known to the Recipient as evidenced by documentation bearing a date prior to the date of disclosure; or
- b. Is publicly available or becomes so without breach of this Agreement by Recipient; or
- c. Is rightfully received from a third party without accompanying disclosure or use restrictions; or
- d. Is approved for release in writing by GHP;

and the obligations set forth in this Agreement will continue for a period of eighteen (18) months from the Effective Date.

Recipient agrees that this Agreement shall be binding upon all of its agents, contractors, employees or associates and that it will take all steps necessary to ensure that such agents, contractors, employees or associates will comply with the terms and conditions of this Agreement.

The parties agree that this Agreement shall be construed under the laws of the State of Washington in the United States of America, without adherence to its choice of laws, and that the venue for any legal action instituted by any party hereon arising from, related to, or to enforce or interpret the provisions of, this Agreement shall be the proper state or federal court in the State of Washington. In the event any legal action is instituted by any party arising from, related to, or to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief that may be granted, to an award of its attorney's fees and costs.

Upon request by GHP or upon completion of the evaluation of the pending patent application, Recipient shall promptly return to GHP, or if requested by GHP destroy, all tangible material that discloses any of the Confidential Information and provide written confirmation of such destruction by an officer of Recipient.

Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and he/she has the authority to sign it on behalf of such entity.

**Grays Harbor Paper, L.P.:**

By: <u>William D. Ouse</u>	By: _____
Name: <u>William D. Ouse</u>	Name: _____
Title: <u>President</u>	Title: _____